

further that Allegiance may identify those of its Customers who request that their names not be sold for direct marketing purposes, and Verizon shall honor such requests to the same extent it does so for its own Customers. Verizon shall not be obligated to compensate Allegiance for Verizon's use or licensing of Allegiance Listing Information.

8.6 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of Allegiance Customer listings. At Allegiance's request, Verizon shall provide Allegiance with a report of all Allegiance Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for the applicable directory. Verizon shall process any corrections made by Allegiance with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

8.7 Indemnification.

Allegiance shall adhere to all practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, Allegiance warrants to Verizon that Allegiance has the right to provide such Listing Information to Verizon on behalf of its Customers. Allegiance shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing. Allegiance agrees to release, defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's publication or dissemination of the Listing Information as provided by Allegiance hereunder.

8.8 Liability.

Verizon's liability to Allegiance in the event of a Verizon error in or omission of a listing shall not exceed the lesser of the amount of charges actually paid by Allegiance for such listing or the amount by which Verizon would be liable to its own customer for such error or omission. Allegiance agrees to take all reasonable steps, including, but not limited to, entering into appropriate contractual provisions with its Customers, to ensure that its and Verizon's liability to Allegiance's Customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations of liability applicable between Verizon and its own Customers.

8.9 Service Information Pages.

Verizon shall include all Allegiance NXX codes associated with the geographic areas to which each directory pertains, to the extent it does so for Verizon's own NXX codes, in any lists of such codes that are contained in the general reference portion of each directory. Allegiance's NXX codes shall appear in such lists in the same manner as Verizon's NXX information. In addition, when Allegiance is authorized to, and is offering, local service to Customers located within the geographic area covered by a specific directory, at Allegiance's request, Verizon shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, Allegiance's critical contact information for

Allegiance's installation, repair and Customer service, as provided by Allegiance. Such critical contact information shall appear alphabetically by local exchange carrier and in accordance with Verizon's generally applicable policies. Allegiance shall be responsible for providing the necessary information to Verizon by the applicable close date for each affected directory.

8.10 Directory Publication.

Nothing in this Agreement shall require Verizon to publish a directory where it would not otherwise do so.

8.11 Other Directory Services.

Allegiance acknowledges that if Allegiance desires directory services in addition to those described herein, such additional services must be obtained under separate agreement with Verizon's directory publishing company.

9. Busy Line Verification and Busy Line Verification Interrupt.

Each Party shall establish procedures whereby its operator assistance bureau will coordinate with the operator assistance bureau of the other Party to provide Busy Line Verification (BLV) and Busy Line Verification and Interrupt (BLVI) services on calls between their respective end-users. Each Party shall route BLV and BLVI inquiries over separate inward OS trunks. Each Party's operator assistance bureau will only verify and/or interrupt the call and will not complete the call of the end-user initiating the BLV or BLVI. Each Party shall charge the other for the BLV and BLVI services at the rates contained in the respective tariffs.

10. Street Address Guide (SAG).

Verizon will provide to Allegiance upon request the Street Address Guide at a reasonable charge. Two companion files will be provided with the SAG which lists all services and features at all end offices, and lists services and features that are available in a specific end office.

11. Dialing Format Changes.

Verizon will provide reasonable notification to Allegiance of changes to local dialing format, i.e., 7 to 10 digit, by end office.

**Article X** (Access to Poles, Ducts, Conduits and Rights-of-Way):

**ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY.**

To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties. Unauthorized attachments or unauthorized use of conduit will be a breach of this agreement.

**New Article XI**

## ARTICLE XI

### PRICING

#### 1. **General.**

As used in this Article, the term "Charges" means the rates, fees, charges and prices for a Service.

1.1 Except as stated in Section 2 or Section 3, below, Charges for Services shall be as stated in this Section 1.

1.2 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.

1.3 In the absence of Charges for a Service established pursuant to Section 1.3, the Charges shall be as stated in Appendix A.

1.4 The Charges stated in Appendix A shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.

1.5 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.

1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.

1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7, the Charges for the Service shall be mutually agreed to by the Parties in writing.

#### 2. **Verizon Telecommunications Services Provided to Allegiance for Resale Pursuant to the Resale Article.**

##### 2.1 **Verizon Telecommunications Services for which Verizon is Required to Provide a Wholesale Discount Pursuant to Section 251©(4) of the Act.**

2.1.1 The Charges for a Verizon Telecommunications Service purchased by Allegiance for resale for which Verizon is required to provide a wholesale discount pursuant to Section 251©(4) of the Act shall be the Retail Price for such Service set forth in Verizon's applicable Tariffs (or, if there is no Tariff Retail Price for such Service, Verizon's Retail Price for the Service that is generally offered to Verizon's Customers), less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or, (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant

to Section 251(c)(4) of the Act, the applicable wholesale discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act.

- 2.1.2 The Charges for a Verizon Telecommunications Service Customer Specific Arrangement ("CSA") purchased by Allegiance for resale pursuant to Section 3.3 of the Resale Article for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act, shall be the Retail Price for the CSA, less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or, (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act. Notwithstanding the foregoing, in accordance with, and to the extent permitted by Applicable Law, Verizon may establish a wholesale discount for a CSA that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Allegiance for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.3 Notwithstanding Sections 2.1 and 2.2, in accordance with, and to the extent permitted by Applicable Law, Verizon may at any time establish a wholesale discount for a Telecommunications Service (including, but not limited to, a CSA) that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Allegiance for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.4 The wholesale discount stated in Appendix A shall be automatically superseded by any new wholesale discount when such new wholesale discount is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC, provided such new wholesale discount is not subject to a stay issued by any court of competent jurisdiction.
- 2.1.5 The wholesale discount provided for in Sections 2.1.1 through 2.1.3 shall not be applied to:
  - 2.1.5.1 Short term promotions as defined in 47 CFR § 51.613;
  - 2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services;
  - 2.1.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line Charges, taxes, and government Charges and assessment (including, but not limited to, 9-1-1 Charges and Dual Party Relay Service Charges).
  - 2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is not subject to a wholesale rate discount under Section 251(c)(4) of the Act.

**2.2 Verizon Telecommunications Services for which Verizon is Not Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.**

- 2.2.1 The Charges for a Verizon Telecommunications Service for which Verizon is not required to provide a wholesale discount pursuant to Section 251©(4) of the Act shall be the Charges stated in Verizon's Tariffs for such Verizon Telecommunications Service (or, if there are no Verizon Tariff Charges for such Service, Verizon's Charges for the Service that are generally offered by Verizon).
- 2.2.2 The Charges for a Verizon Telecommunications Service customer specific contract service arrangement ("CSA") purchased by Allegiance pursuant to Section 3.3 of the Resale Article for which Verizon is not required to provide a wholesale discount pursuant to Section 251©(4) of the Act shall be the Charges provided for in the CSA and any other Charges that Verizon could bill the person to whom the CSA was originally provided (including, but not limited to, applicable Verizon Tariff Charges).

### 2.3 Other Charges.

- 2.3.1 Allegiance shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges, Federal Line Cost Charges, and end user common line Charges, associated with Verizon Telecommunications Services provided by Verizon to Allegiance.

## 3. Allegiance Prices

- 3.1 Notwithstanding any other provision of this Agreement, the Charges that Allegiance bills Verizon for Allegiance's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent the Allegiance has demonstrated to Verizon, or, at Verizon's request, to the Commission or the FCC, that Allegiance's cost to provide such Allegiance Services to Verizon exceeds the Charges for Verizon's comparable Services.

## 4. Section 271

- 4.1 If Verizon is a Bell Operating Company (as defined in the Act) and in order to comply with Section 271©(2)(B) of the Act provides a Service under this Agreement that Verizon is not required to provide by Section 251 of the Act, Verizon shall have the right to establish Charges for such Service in a manner that differs from the manner in which under Applicable Law (including, but not limited to, Section 252(d) of the Act) Charges must be set for Services provided under Section 251.

## 5. Regulatory Review of Prices

- 5.1 Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

## **New Appendix A**

Appendix A attached to this Agreement sets forth Verizon South VA's pricing scheme applicable to the state of Virginia .

**New Article XII Signature Page**

**IN WITNESS WHEREOF**, each Party has executed this Agreement and it shall be effective upon execution by both Parties\*.

VERIZON SOUTH INC.

ALLEGIANCE TELECOM, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*Verizon South VA has agreed to allow this Agreement to become effective upon execution in order to permit Allegiance to proceed with implementation of its competitive business strategies and plans prior to the approval of the Agreement by the Commission. Notwithstanding the possible rejection or modification of this Agreement by the Commission, the Parties agree that all of their obligations and duties hereunder shall remain in full force and effect pending the final disposition of the Commission review and approval process.

## APPENDIX A TO THE PRICING ATTACHMENT

### I. Rates and Charges for Transportation and Termination of Traffic

- A. The Local Call Termination rate element that applies to Local Traffic on a minute of use basis for traffic that is delivered to an End Office is **\$0.0029000\***.
- B. The Local Call Termination rate element that applies to Local Traffic on a minute of use basis for traffic that is delivered to Tandem Switch is **\$0.0076452\***.
- C. The Tandem Transiting Charge is **\$0.0047452\***.
- D. Entrance Facility Charge: **See Intrastate Access Tariff**

\*Certain of the rates and charges set forth above, as indicated by an "asterisk", are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between Verizon and AT&T Communications, which was approved by the Commission in an Interim Order dated December 11, 1996, in Case Nos. PUC960117, PUC960018 and PUC960124. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties and such arbitrated rates are not subject to interstate MFN obligations under Appendix D, Sections 31 and 32, of the Merger Order, as set forth more fully in Section 37.2 of the General Terms and Conditions; and (2) that, for purposes of calculating Reciprocal Compensation, the arbitrated rates shall not apply to Internet Traffic, as set forth more fully in Section 7.3.4 of the Interconnection Attachment. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to, Section 37 of the General Terms and Conditions. The Parties further agree that the Commission's Order in Interim Case Nos. PUC960117, PUC960018 and PUC960124, to the extent such Order established the arbitrated rates, shall be deemed an "arbitration decision associated with this Agreement" under Section 37.1 of the General Terms and Conditions.

## II. Services Available for Resale

The avoided cost discount for OS/DA is 2.0%. The avoided cost discount for all services, excluding OS/DA, is 11.6%<sup>1</sup>.

### • Non-Recurring Charges (NRCs) for Resale Services

#### Pre-ordering

CLEC Account Establishment Per CLEC	\$273.09
Customer Record Search Per Account	\$ 11.69
Ordering and Provisioning	
Engineered Initial Service Order (ISO) - New Service	\$311.98
Engineered Initial Service Order - As Specified	\$123.84
Engineered Subsequent Service Order	\$ 59.61
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Initial Service Order - Changeover	\$ 21.62
Non-Engineered Initial Service Order - As Specified	\$ 82.13
Non-Engineered Subsequent Service Order	\$ 19.55
Central Office Connect	\$ 12.21
Outside Facility Connect	\$ 68.30
Manual Ordering Charge	\$ 12.17

#### Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

#### Custom Handling

##### Service Order Expedite:

Engineered	\$ 35.48
Non-Engineered	\$ 12.59

##### Coordinated Conversions:

ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

##### Hot Coordinated Conversion First Hour:

ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34

##### Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 4.88
Central Office Connection	\$ 9.43
Outside Facility Connection	\$ 8.37

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<sup>1</sup> In compliance with the FCC Order approving the Merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on resold residential exchange access lines. The terms and conditions on which these promotional discounts are being made available can be found on Verizon's web site, at <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.htm> for former Bell Atlantic service areas.



## **Application of NRCs**

### **Pre-ordering:**

CLEC Account Establishment is a one-time charge applied the first time that Allegiance orders any service from this Agreement.

Customer Record Search applies when Allegiance requests a summary of the services currently subscribed to by the end-user.

### **Ordering and Provisioning:**

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to Allegiance. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to Allegiance. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental field work is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter Allegiance's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

### **Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):**

Service Order Expedite (Engineered or Non-Engineered) applies if Allegiance requests service prior to the standard due date intervals.

Coordinated Conversion applies if Allegiance requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Allegiance requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

## II. Prices for Unbundled Network Elements

### Monthly Recurring Charges

#### Local Loop<sup>2</sup>

2 Wire Analog Loop (inclusive of NID)	
Zone 1	\$ 14.99
Zone 2	\$ 17.94
Zone 3	\$ 24.44
4 Wire Analog Loop (inclusive of NID)	\$ 67.91
2 Wire Digital Loop (inclusive of NID)	
Zone 1	\$ 14.99
Zone 2	\$ 17.94
Zone 3	\$ 24.44
4 Wire Digital Loop (inclusive of NID)	\$ 74.54
DS-1 Loop	\$ 160.31
DS-3 Loop	\$2,291.98

#### Supplemental Features:

ISDN-BRI Line Loop Extender	TBD
DS1 Clear Channel Capability	\$ 24.00

#### Subloop

2-Wire Feeder	\$ 11.00
2-Wire Distribution	\$ 20.43
4-Wire Feeder	\$ 23.77
4-Wire Distribution	\$ 44.14
2-Wire Drop	\$ 4.09
4-Wire Drop	\$ 8.83
Inside Wire	BFR

#### Network Interface Device (leased separately)

Basic NID:	\$ .87
Complex (12 x) NID	\$ 2.50

#### Switching

Port	
Basic Analog Line Side Port	\$ 4.65
Coin Line Side Port	\$ 5.77
ISDN BRI Digital Line Side Port	\$ 24.34
DS-1 Digital Trunk Side Port	\$ 186.62
ISDN PRI Digital Trunk Side Port	\$ 391.33

#### Vertical Features

See Attached List

#### Usage Charges (must purchase Port)

Local Central Office Switching (Overall Average MOU)	\$0.0076130
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<sup>2</sup> In compliance with the FCC order approving the merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on residential UNE Loops and UNE Advance Services Loops. The terms and conditions on which these promotional discounts are being made available can be found on <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.htm> for former Bell Atlantic service areas.

Common Shared Transport	
Transport Facility (Average MOU/ALM)	\$0.0000188
Transport Termination (Average MOU/Term)	\$0.0002076
Tandem Switching (Average MOU)	\$0.0065189
Terminating to Originating Ratio	1.00
Assumed Minutes	TBD
Operator and Directory Assistance Services (OS/DA)	
National DA	\$0.5500000
DA	\$0.4500000
Mechanized Operator Calling Card	\$0.0890000
Live Operator	\$0.4490000
Originating Line Number Screening	\$0.0180000
Call Detail Record	\$0.0200000
Busy Line Verify	\$0.9900000
Busy Line Interrupt	\$1.0500000
<b>Dedicated Transport Facilities</b>	
CLEC Dedicated Transport	
CDT 2 Wire	\$ 31.19
CDT 4 Wire	\$ 49.90
CDT DS1	\$ 293.38
CDT DS3 Optical Interface	\$1,312.50
CDT DS3 Electrical Interface	\$1,750.00
Interoffice Dedicated Transport	
IDT DS0 Transport Facility per ALM	\$ .28
IDT DS0 Transport Termination	\$ 9.99
IDT DS1 Transport Facility per ALM	\$ 4.36
IDT DS1 Transport Termination	\$ 75.70
IDT DS3 Transport Facility per ALM	\$ 42.12
IDT DS3 Transport Termination	\$ 245.76
Multiplexing	
DS1 to Voice Multiplexing	\$ 161.18
DS3 to DS1 Multiplexing	\$ 933.86
DS1 Clear Channel Capability	\$ 24.00
<b>Unbundled Dark Fiber</b>	
Unbundled Dark Fiber Loops/Subloops	
Dark Fiber Loop	\$ 67.13
Dark Fiber Subloop - Feeder	\$ 53.17
Dark Fiber Subloop - Distribution	\$ 13.96
Unbundled Dark Fiber Dedicated Transport	
Dark Fiber IDT -Facility	\$ 24.80
Dark Fiber IDT -Termination	\$ 6.34
<b>Packet Switching</b>	<b>BFR</b>
<b>Call Related Database</b>	<b>BFR</b>
<b>Service Management System</b>	<b>BFR</b>

**OSS**

**BFR**

## **UNE-P Pricing**

**MRCs.** The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:

- UNE 2-wire Analog loop; and
- UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:

- UNE 2-wire Digital loop; and
- UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:

- UNE DS1 loop; and
- UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:

- UNE DS1 loop; and
- UNE DS1 Digital Trunk Side port

**NRCs.** On an interim basis, until NRCs specific to UNE-P have been established, the Initial Service Order Charge for ports will be billed for all UNE combination orders. Central Office Line Connection or Outside Facility Fieldwork charges will be applied as incurred on UNE combination orders. Verizon reserves the right to apply new NRCs specific to UNE-P when such NRCs have been developed.

Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

Operator Services and Directory Assistance Services (OS/DA). If Allegiance does not initially utilize available customized routing services to re-route OS/DA calls to its own or another party's operator services platform, Verizon will bill the CLEC for OS/DA calls at a market-based ICB rate pending Allegiance's completion of a separate OS/DA agreement.

# **VIRGINIA UNBUNDLED VERTICAL FEATURES**

<b>VERTICAL FEATURES</b>		<b>(Subject to Availability)</b>
Three Way Calling	\$/Feature/Month	\$0.74
Call Forwarding Variable	\$/Feature/Month	\$0.45
Cust. Changeable Speed Calling 1-Digit	\$/Feature/Month	\$0.11
Cust. Changeable Speed Calling 2-Digit	\$/Feature/Month	\$0.11
Call Waiting	\$/Feature/Month	\$0.11
Cancel Call Waiting	\$/Feature/Month	\$0.07
Automatic Callback	\$/Feature/Month	\$0.03
Automatic Recall	\$/Feature/Month	\$0.08
Calling Number Delivery	\$/Feature/Month	\$0.27
Calling Number Delivery Blocking	\$/Feature/Month	\$0.32
Distinctive Ringing / Call Waiting	\$/Feature/Month	\$0.90
Customer Originated Trace	\$/Feature/Month	\$0.08
Selective Call Rejection	\$/Feature/Month	\$1.05
Selective Call Forwarding	\$/Feature/Month	\$1.02
Selective Call Acceptance	\$/Feature/Month	\$0.97
Call Forwarding Variable CTX	\$/Feature/Month	\$0.51
Call Forwarding Incoming Only	\$/Feature/Month	\$0.30
Call Forwarding Within Group Only	\$/Feature/Month	\$0.01
Call Forwarding Busy Line	\$/Feature/Month	\$0.09
Call Forwarding Don't Answer All Calls	\$/Feature/Month	\$0.18
Remote Call Forward	\$/Feature/Month	\$0.21
Call Waiting Originating	\$/Feature/Month	\$0.09
Call Waiting Terminating	\$/Feature/Month	\$0.12
Cancel Call Waiting CTX	\$/Feature/Month	\$0.02
Three Way Calling CTX	\$/Feature/Month	\$0.27
Call Transfer Individual All Calls	\$/Feature/Month	\$0.13
Add-on Consultation Hold Incoming Only	\$/Feature/Month	\$0.10
Speed Calling Individual 1-Digit	\$/Feature/Month	\$0.01
Speed Calling Individual 2-Digit	\$/Feature/Month	\$0.04
Direct Connect	\$/Feature/Month	\$0.12
Distinctive Alerting / Call Waiting Indicator	\$/Feature/Month	\$0.10
Call Hold	\$/Feature/Month	\$0.22
Semi-Restricted (Orig/Term)	\$/Feature/Month	\$0.54
Fully-Restricted (Orig/Term)	\$/Feature/Month	\$0.54
Toll Restricted Service	\$/Feature/Month	\$0.03
Call Pick-up	\$/Feature/Month	\$0.05
Directed Call Pick-up w/Barge-In	\$/Feature/Month	\$0.05
Directed Call Pick-up w/o Barge-In	\$/Feature/Month	\$0.04
Special Intercept Announcements	\$/Feature/Month	\$14.38
Conference Calling - 6-Way Station Cont.	\$/Feature/Month	\$35.66
Station Message Detail Recording	\$/Feature/Month	\$7.99
Station Message Detail Recording to Premises	\$/Feature/Month	\$25.64
Fixed Night Service - Key	\$/Feature/Month	\$1.74
Attendant Camp-on (Non-DI Console)	\$/Feature/Month	\$0.47
Attendant Busy Line Verification	\$/Feature/Month	\$0.94
Control of Facilities	\$/Feature/Month	\$0.03
Fixed Night Service - Call Forwarding	\$/Feature/Month	\$0.08
Attendant Conference	\$/Feature/Month	\$2.44
Circular Hunting	\$/Feature/Month	\$0.72
Preferential Multiline Hunting	\$/Feature/Month	\$0.07
Uniform Call Distribution	\$/Feature/Month	\$9.45
Stop Hunt Key	\$/Feature/Month	\$1.65

VERTICAL FEATURES		(Subject to Availability)
Make Busy Key	\$/Feature/Month	\$1.70
Queuing	\$/Feature/Month	\$5.60
Automatic Route Selection	\$/Feature/Month	\$1.24
Facility Restriction Level	\$/Feature/Month	\$0.00
Expansive Route Warning Tone	\$/Feature/Month	\$0.08
Time-of-Day Routing Control	\$/Feature/Month	\$0.02
Foreign Exchange Facilities	\$/Feature/Month	\$8.42
Anonymous Call Rejection	\$/Feature/Month	\$3.08
Basic Business Group Sta-Sta ICM	\$/Feature/Month	\$0.27
Basic Business Group CTX	\$/Feature/Month	\$0.00
Basic Business Group DOD	\$/Feature/Month	\$0.10
Basic Business Auto ID Outward Dialing	\$/Feature/Month	\$0.00
Basic Business Group DID	\$/Feature/Month	\$0.00
Business Set Group Intercom All Calls	\$/Feature/Month	\$4.29
Dial Call Waiting	\$/Feature/Month	\$0.22
Loudspeaker Paging	\$/Feature/Month	\$8.03
Recorded Telephone Dictation	\$/Feature/Month	\$10.88
On-Hook Queuing for Outgoing Trunks	\$/Feature/Month	\$0.86
Off-Hook Queuing for Outgoing Trunks	\$/Feature/Month	\$0.03
Teen Service	\$/Feature/Month	\$0.26
Bg - Automatic Call Back	\$/Feature/Month	\$0.01
Voice/Data Protection	\$/Feature/Month	\$0.00
Authorization Codes for Afr	\$/Feature/Month	\$0.12
Account Codes for Afr	\$/Feature/Month	\$0.17
Code Restriction Diversion	\$/Feature/Month	\$0.11
Code Calling	\$/Feature/Month	\$7.41
Meet-Me Conference	\$/Feature/Month	\$21.29
Call Park	\$/Feature/Month	\$0.04
Executive Busy Override	\$/Feature/Month	\$0.01
Last Number Redial	\$/Feature/Month	\$0.02
Direct Inward System Access	\$/Feature/Month	\$0.03
Authorization Code Immediate Dialing	\$/Feature/Month	\$0.00
Bg - Speed Calling Shared	\$/Feature/Month	\$0.00
Attendant Recall from Satellite	\$/Feature/Month	\$5.51
Bg - Speed Calling 2-Shared	\$/Feature/Month	\$0.00
Business Set - Call Pick-up	\$/Feature/Month	\$0.05
Authorization Code for Mdr	\$/Feature/Month	\$0.00
Locked Loop Operation	\$/Feature/Month	\$0.00
Attendant Position Busy	\$/Feature/Month	\$0.04
Two-Way Splitting	\$/Feature/Month	\$0.21
Call Forwarding - All (Fixed)	\$/Feature/Month	\$0.41
Business Group Call Waiting	\$/Feature/Month	\$0.00
Music on Hold	\$/Feature/Month	\$2.27
Automatic Alternate Routing	\$/Feature/Month	\$0.00
DTMF Dialing	\$/Feature/Month	\$0.00
BG DTMF Dialing	\$/Feature/Month	\$0.00
Business Set Access to Paging	\$/Feature/Month	\$2.15
Call Flip-Flop (Ctx-A)	\$/Feature/Month	\$0.37
Selective Calling Waiting (Class)	\$/Feature/Month	\$0.27
Direct Inward Dialing	\$/Feature/Month	\$6.39
Customer Dialed Account Recording	\$/Feature/Month	\$1.94
Deluxe Automatic Route Selection	\$/Feature/Month	\$7.55

VERTICAL FEATURES		(Subject to Availability)
MDC Attendant Console	\$/Feature/Month	\$79.54
Warm Line	\$/Feature/Month	\$0.02
Calling Name Delivery	\$/Feature/Month	\$0.47
Call Forwarding Enhancements	\$/Feature/Month	\$0.00
Caller ID Name and Number	\$/Feature/Month	\$1.96
InContact	\$/Feature/Month	\$1.68
Call Waiting ID	\$/Feature/Month	\$0.07
Att'd ID on Incoming Calls	\$/Feature/Month	\$3.16
Privacy Release	\$/Feature/Month	\$0.32
Display Calling Number	\$/Feature/Month	\$0.16
Six-Port Conference	\$/Feature/Month	\$34.80
Business Set Call Back Queuing	\$/Feature/Month	\$0.01
ISDN Code Calling - Answer	\$/Feature/Month	\$0.18
Att'd Call Park	\$/Feature/Month	\$1.66
Att'd Autodial	\$/Feature/Month	\$0.78
Att'd Speed Calling	\$/Feature/Month	\$1.33
Att'd Console Test	\$/Feature/Month	\$0.09
Att'd Delayed Operation	\$/Feature/Month	\$0.00
Att'd Lockout	\$/Feature/Month	\$0.00
Att'd Multiple Listed Directory Numbers	\$/Feature/Month	\$0.00
Att'd Secrecy	\$/Feature/Month	\$0.64
Att'd Wildcard Key	\$/Feature/Month	\$0.27
Att'd Flexible Console Alerting	\$/Feature/Month	\$0.00
Att'd VFG Trunk Group Busy on Att'd Console	\$/Feature/Month	\$0.13
Att'd Console Act/Deact of CFU/CFT	\$/Feature/Month	\$1.22
Att'd Display of Queued Calls	\$/Feature/Month	\$0.03
Att'd Interposition Transfer	\$/Feature/Month	\$0.18
Att'd Automatic Recall	\$/Feature/Month	\$0.55



## NON-RECURRING CHARGES

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech.	Initial Unit	Provisioning Add'l Unit
<b>UNBUNDLED LOOP</b>				
Exchange - Basic - Initial	\$ 38.75	\$ 27.60	\$ 42.17	\$ 38.81
Exchange - Basic - Subsequent	\$ 17.44	\$ 12.55	\$ 14.49	\$ 13.53
Exchange - Complex Nondigital - Initial	\$ 40.56	\$ 25.03	\$107.58	\$ 26.61
Exchange - Complex Nondigital - Subsequent	\$ 18.87	\$ 13.98	\$ 14.49	\$ 13.53
Exchange - Complex Digital - Initial	\$ 40.56	\$ 25.03	\$ 96.76	\$ 26.53
Exchange - Complex Digital - Subsequent	\$ 18.87	\$ 13.98	\$ 14.49	\$ 13.53
Advanced - Basic - Initial	\$ 36.18	\$ 25.03	\$573.73	\$202.79
Advanced - Complex - Initial	\$ 40.56	\$ 25.03	\$569.13	\$303.39
<b>UNBUNDLED PORT</b>				
Exchange - Basic - Initial	\$ 33.04	\$ 21.89	\$ 31.29	\$ 29.38
Exchange - Basic - Subsequent (Port Feature)	\$ 19.78	\$ 14.89	\$ 1.14	\$ 1.14
Exchange - Basic - Subsequent (CO Interconnection)	\$ 19.78	\$ 14.89	\$ 14.49	\$ 13.53
Exchange - Complex Nondigital - Initial	\$ 43.54	\$ 28.01	\$ 75.32	\$ 38.01
Exchange - Complex Nondigital - Subsequent (Port Feature)	\$ 25.90	\$ 21.01	\$ 6.23	\$ 6.23
Exchange - Complex Nondigital - Subsequent (Switch Feature Group)	\$ 30.28	\$ 21.01	\$ 23.06	\$ --
Exchange - Complex Nondigital - Subsequent (CO Interconnection)	\$ 25.90	\$ 21.01	\$ 14.49	\$ 13.53
Exchange - Complex Digital - Initial	\$ 43.54	\$ 28.01	\$129.72	\$ 32.97
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 25.90	\$ 21.01	\$ 5.45	\$ 5.45
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 30.28	\$ 21.01	\$ 23.06	\$ --
Exchange - Complex Digital - Subsequent (CO Interconnection)	\$ 25.90	\$ 21.01	\$ 14.49	\$ 13.53
Advanced - Complex - Initial	TBD	TBD	TBD	TBD
Advanced - Complex - Subsequent	TBD	TBD	TBD	TBD
<b>UNBUNDLED NID</b>				
Exchange - Basic	\$ 27.06	\$ 18.83	\$ 33.99	N/A
<b>UNBUNDLED SUBLOOP</b>				
Exchange - MDF Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 48.65	\$ 34.50
Exchange - MDF Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 14.18	\$ 13.22
Exchange - FDI Feeder Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 46.20	\$ 24.97
Exchange - FDI Feeder Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - FDI Distribution Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 61.90	\$ 30.36
Exchange - FDI Distribution Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - Serving Terminal Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 28.99	\$ 15.51
Exchange - Serving Terminal Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 13.23	\$ 6.41

## UNBUNDLED DARK FIBER

Advanced - Service Inquiry Charge	\$405.87	\$405.65	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	\$ 64.80	\$ 64.57	\$267.28	\$224.68
Advanced - Unbundled Loop - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced - Subloop Feeder - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced - Subloop Distribution - Initial	\$ 64.80	\$ 64.57	\$264.84	\$216.19

## ENHANCED EXTENDED LINK (WITH MANUAL AND SEMI-MECHANIZED OPTIONS)

Advanced - Basic - Initial	\$ 88.39	\$ 56.13	\$397.31	N/A
Advanced - Basic - Subsequent	\$ 38.02	\$ 21.89	\$ 49.53	N/A
DS0 - Initial	\$ 88.39	\$ 56.13	\$482.99	N/A
DS0 - Subsequent	\$ 38.02	\$ 21.89	\$ --	N/A
DS1/DS3 - Initial	\$ 97.94	\$ 65.68	\$384.08	N/A
DS1/DS3 - Subsequent	\$ 38.02	\$ 21.89	\$ 9.90	N/A

## LOOP CONDITIONING<sup>3</sup>

(No charge for loops 12,000 feet or less)

Loop Conditioning - Bridged Tap	N/A	N/A	\$318.71	\$ 34.88
Loop Conditioning - Load Coils	N/A	N/A	\$249.91	\$ --
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62	\$ 34.88

## UNE PLATFORM

Exchange - Basic - Initial	\$ 31.57	\$ 22.13	\$ 28.23	\$ 26.58
Exchange - Basic - Subsequent	\$ 16.44	\$ 13.26	\$ 1.08	\$ 1.08
Exchange - Basic - Changeover	\$ 19.93	\$ 15.54	\$ 0.90	\$ 0.90
Exchange - Complex Nondigital - Initial	\$ 41.35	\$ 27.53	\$162.41	\$ 31.70
Exchange - Complex Nondigital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.89	\$ 5.89
Exchange - Complex Nondigital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Nondigital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 3.61	\$ 3.61
Exchange - Complex Nondigital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 20.97	\$ 3.61
Exchange - Complex Digital - Initial	\$ 41.35	\$ 27.53	\$205.75	\$ 28.18
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.15	\$ 5.15
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 4.18	\$ 4.18
Exchange - Complex Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 80.98	\$ 4.18
Advanced - Complex - Initial	\$ 48.35	\$ 34.53	\$681.24	\$303.66
Advanced - Complex - Subsequent	\$ 20.82	\$ 13.26	\$ 65.81	\$ 48.47
Advanced - Complex - Changeover (As Is)	\$ 24.06	\$ 19.67	\$ 51.51	\$ 34.17
Advanced - Complex - Changeover (As Specified)	\$ 37.08	\$ 28.31	\$ 82.31	\$ 64.97

## DEDICATED TRANSPORT

Advanced - Basic - Initial	\$ 95.49	\$ 63.01	\$428.58	N/A
Advanced - Basic - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Advanced - Complex - Initial	\$105.04	\$ 72.56	\$584.49	N/A

<sup>3</sup> These charges are interim and subject to retroactive true-up back to the Effective Date of this Agreement.

Advanced - Complex - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A
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#### **SIGNALING SYSTEM 7 (SS7)**

Facilities and Trunks - Initial	\$237.67	\$205.19	\$568.54	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	\$ 71.58	\$ 55.23	\$213.12	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	\$ 71.58	\$ 55.23	\$ 67.28	N/A
Trunks Only - Initial	\$126.13	\$ 93.65	\$505.41	N/A
Trunks Only - Subsequent (with Engineering Review)	\$ 49.46	\$ 33.11	\$202.03	N/A
Trunks Only - Subsequent (w/o Engineering Review)	\$ 49.46	\$ 33.11	\$ 67.28	N/A
STP Ports (SS7 Links)	\$237.67	\$205.19	\$438.81	N/A
Entrance Facility/Dedicated Transport DS0 - Initial	\$ 95.49	\$ 63.01	\$390.08	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	\$105.04	\$ 72.56	\$515.03	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A

#### **COORDINATED CONVERSIONS**

Exchange - Standard Interval - Per Qtr. Hour	\$ 30.72	\$ 30.50	N/A	N/A
Exchange - Additional Interval - Per Qtr. Hour	\$ 26.97	\$ 26.75	N/A	N/A
Advanced - Standard Interval - Per Qtr. Hour	\$ 22.92	\$ 22.69	N/A	N/A
Advanced - Additional Interval - Per Qtr. Hour	\$ 21.12	\$ 20.89	N/A	N/A

#### **HOT-CUT COORDINATED CONVERSIONS (Only available for 2-wire analog loops)**

Exchange - Standard Interval - Per Hour	\$108.80	\$108.57	N/A	N/A
Exchange - Additional Interval - Per Qtr. Hour	\$ 26.97	\$ 26.75	N/A	N/A
Advanced - Standard Interval - Per Hour	\$ 83.43	\$ 83.20	N/A	N/A
Advanced - Additional Interval - Per Qtr. Hour	\$ 21.12	\$ 20.89	N/A	N/A

#### **CUSTOMIZED ROUTING**

BFR	BFR	BFR	BFR
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#### **EXPEDITES**

Exchange Products	\$ 3.36	\$ 3.36	N/A	N/A
Advanced Products	\$ 25.80	\$ 25.80	N/A	N/A

#### **OTHER**

Customer Record Search (per account)	\$ 4.21	\$ -	N/A	N/A
CLEC Account Establishment (per CLEC)	\$166.32	\$166.32	N/A	N/A

#### **LINE SHARING - CLEC OWNED SPLITTER**

CLEC Splitter Connection - Initial	\$ 32.19	\$ 22.52	\$ 53.04	\$ 47.29
CLEC Splitter Connection - Subsequent	\$ 13.24	\$ 9.83	\$ 14.49	\$ 13.53

<b>PACKET SWITCHING</b>	TBD	TBD	TBD	TBD
<b>CALL RELATED DATABASE</b>	TBD	TBD	TBD	TBD
<b>SERVICE MANAGEMENT SYSTEM</b>	TBD	TBD	TBD	TBD
<b>OSS</b>	TBD	TBD	TBD	TBD

#### **Application of NRCs**

##### **Preordering:**

CLEC Account Establishment is a one-time charge applied the first time that Allegiance orders any service from this Agreement.

Customer Record Search applies when Allegiance requests a summary of the services currently subscribed to by the end-user.

##### **Ordering and Provisioning:**

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

##### **Examples of services and their Ordering/Provisioning category that applies:**

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Subloop Distribution, Standard Subloop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Subloop Distribution, Non-load Subloop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

**Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port**

Conditioning applies in addition to the ISO, for each Loop or Subloop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

**Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):**

Service Order Expedite applies if Allegiance requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if Allegiance requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Allegiance requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

#### **IV. Rates and Charges for 911**

See State 911 Tariff.

## V. Fiber Optic Patchcord Cross Connect

<b>Fiber Optic Cross Connect Rate Elements</b>				
	<b>Elements</b>	<b>Increment</b>	<b>NRC/MRC</b>	<b>Rate</b>
<b><u>Non-Recurring Prices</u></b>				
1	Fiber Optic Patch Cord Pull/Term. - Engineering	per project	NRC	\$75.96
2	Fiber Optic Patch Cord Material Charge	per cable run	NRC	\$39.45
3	Fiber Optic Patch Cord Pull	per cable run	NRC	\$162.75
4	Fiber Optical Patch Cord Termination	per termination	NRC	\$1.05
<b><u>Monthly Recurring Prices</u></b>				
5	Facility Termination - Fiber Optic Patch Cord	per connector	MRC	\$1.08
6	Fiber Optic Patch Cord Duct Space	per cable	MRC	\$0.54

### **Non-Recurring Charges**

Non-recurring charges are one-time charges that apply for specific work activity. Non-recurring charges for the Fiber Optic Patchcord Cross Connect are due and payable upon delivery to the CLEC.

**Fiber Optic Patchcord Pull/Termination – Engineering.** The Fiber Optic Patchcord Pull/Termination – Engineering Charge is to recover the engineering costs incurred per project for the pull and termination of a fiber optic patchcord from the CLECs collocation arrangement to Verizon's Fiber Distribution Panel (FDP).

**Fiber Optic Patchcord Pull.** The Fiber Optic Patchcord Pull Charge is applied per fiber run and recovers the labor cost of placing the fiber from the collocation arrangement to Verizon's FDP.

**Fiber Optic Patchcord Termination.** The Fiber Optic Patchcord Termination Charge is applied per fiber connector termination and recovers the labor cost to terminate the fiber connection.

**Fiber Optic Patchcord Material Charge.** The CLEC has the option of providing its own fiber optic patchcord or Verizon may, at the request of the CLEC, provide the necessary fiber optic patchcord cables in exchange for the Fiber Optic Patchcord Material Charge. The Fiber Optic Patchcord Material Charge is applied on a per fiber cable basis to recover the material cost of a 24 fiber pair cable.

### **Monthly Recurring Charges**

The following are monthly charges that apply each month or fraction thereof that the Fiber Optic Patchcord Cross Connect arrangement is provided.

**Facility Termination – Fiber Optic Patchcord.** The Facility Termination – Fiber Optic Patchcord Charge is applied per FDP port into which the fiber cable is connected. This charge recovers the labor and material cost of the FDP per port.

**Fiber Optic Patchcord Duct Space.** The Fiber Optic Patchcord Duct Space rate element is applied per fiber cable and recovers the cost for the central office fiber duct space occupied by the fiber optic patchcord.

## RESALE ATTACHMENT

**1. General**

Verizon shall provide to Allegiance, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law (including, but not limited to, Sections 251(b)(1), 251(c)(4) and 271(c)(2)(B)(xiv) of the Act), Verizon's Telecommunications Services for resale by Allegiance; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Telecommunications Services to Allegiance only to the extent required by Applicable Law and may decline to provide a Telecommunications Service to Allegiance to the extent that provision of such Telecommunications Service is not required by Applicable Law.

**2. Use of Verizon Telecommunications Services**

2.1 Verizon Telecommunications Services may be purchased by Allegiance under this Resale Attachment only for the purpose of resale by Allegiance as a Telecommunications Carrier. Verizon Telecommunications Services to be purchased by Allegiance for other purposes (including, but not limited to, Allegiance's own use) must be purchased by Allegiance pursuant to other applicable Attachments to this Agreement (if any), or separate written agreements, including, but not limited to, applicable Verizon Tariffs.

2.2 Allegiance shall not resell:

2.2.1 Residential service to persons not eligible to subscribe to such service from Verizon (including, but not limited to, business or other nonresidential Customers);

2.2.2 Lifeline, Link Up America, or other means-tested service offerings, to persons not eligible to subscribe to such service offerings from Verizon;

2.2.3 Grandfathered or discontinued service offerings to persons not eligible to subscribe to such service offerings from Verizon; or

2.2.4 Any other Verizon service in violation of a restriction stated in this Agreement (including, but not limited to, a Verizon Tariff) that is not prohibited by Applicable Law.

2.2.5 In addition to any other actions taken by Allegiance to comply with this Section 2.2, Allegiance shall take those actions required by Applicable Law to determine the eligibility of Allegiance Customers to purchase a service, including, but not limited to, obtaining any proof or certification of eligibility to purchase Lifeline, Link Up America, or other means-tested services, required by Applicable Law. Allegiance shall indemnify Verizon from any Claims resulting from Allegiance's failure to take such actions required by Applicable Law.

2.2.6 Verizon may perform audits to confirm Allegiance's conformity to the provisions of this Section 2.2. Such audits may be performed twice per calendar year and shall be performed in accordance with Sections 4.4.2 through 4.4.4 of the General Terms and Conditions.



- 2.3 Allegiance shall be subject to the same limitations that Verizon's Customers are subject to with respect to any Telecommunications Service that Verizon grandfathers or discontinues offering. Without limiting the foregoing, except to the extent that Verizon follows a different practice for Verizon Customers in regard to a grandfathered Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; and, (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.
- 2.4 Allegiance shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain products or services which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using, Verizon Telecommunications Services.
- 2.5 In accordance with 47 CFR § 51.617(b), Verizon shall be entitled to all charges for Verizon Exchange Access services used by interexchange carriers to provide service to Allegiance Customers.

### **3. Availability of Verizon Telecommunications Services**

- 3.1 Verizon will provide a Verizon Telecommunications Service to Allegiance for resale pursuant to this Attachment where and to the same extent, but only where and to the same extent, that such Verizon Telecommunications Service is provided to Verizon's Customers.
- 3.2 Except as otherwise required by Applicable Law, subject to Section 3.1, Verizon shall have the right to add, modify, grandfather, discontinue or withdraw, Verizon Telecommunications Services at any time, without the consent of Allegiance.
- 3.3 To the extent required by Applicable Law, the Verizon Telecommunications Services to be provided to Allegiance for resale pursuant to this Attachment will include a Verizon Telecommunications Service customer-specific contract service arrangement ("CSA") (such as a customer specific pricing arrangement or individual case based pricing arrangement) that Verizon is providing to a Verizon Customer at the time the CSA is requested by Allegiance.

### **4. Responsibility for Charges**

Allegiance shall be responsible for and pay all charges for any Verizon Telecommunications Services provided by Verizon pursuant to this Resale Attachment.

### **5. Operations Matters**

#### **5.1 Facilities.**

- 5.1.1 Verizon and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring, used to provide Verizon Telecommunications Services.
- 5.1.2 Verizon shall have access at all reasonable times to Allegiance Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring, used to provide the Verizon

Telecommunications Services. Allegiance shall, at Allegiance's expense, obtain any rights and authorizations necessary for such access.

- 5.1.3 Except as otherwise agreed to in writing by Verizon, Verizon shall not be responsible for the installation, inspection, repair, maintenance, or removal, of facilities, equipment, software, or wiring, provided by Allegiance or Allegiance Customers for use with Verizon Telecommunications Services.

5.2 Branding.

- 5.2.1 Except as stated in Section 5.2.2, in providing Verizon Telecommunications Services to Allegiance, Bell Atlantic shall have the right (but not the obligation) to identify the Verizon Telecommunications Services with Verizon's trade names, trademarks and service marks ("Verizon Marks"), to the same extent that these Services are identified with Verizon's Marks when they are provided to Verizon's Customers. Any such identification of Verizon's Telecommunications Services shall not constitute the grant of a license or other right to Allegiance to use Verizon's Marks.
- 5.2.2 To the extent required by Applicable Law, upon request by Allegiance and at prices, terms and conditions to be negotiated by Allegiance and Verizon, Verizon shall provide Verizon Telecommunications Services for resale that are identified by Allegiance's trade name, or that are not identified by trade name, trademark or service mark.
- 5.2.3 If Verizon uses a third-party contractor to provide Verizon Operator Services or Verizon Directory Assistance Services, Allegiance will be responsible for entering into a direct contractual arrangement with the third-party contractor at Allegiance's expense (a) to obtain identification of Verizon Operator Services or Verizon Directory Assistance Services purchased by Allegiance for resale with Allegiance's trade name, or (b) to obtain removal of trade name, trademark or service mark identification from Verizon Operator Services or Verizon Directory Assistance Services purchased by Allegiance for resale.